

CLASS ACTION OBJECTOR
POWER OF ATTORNEY AND CONTINGENT FEE AGREEMENT

This agreement ("Agreement") is made between MIKELL WEST ("Client(s)" or "you") and BANDAS LAW FIRM, P.C. (hereinafter "Attorneys" or "BLF").

In consideration of the mutual promises contained herein, Client(s) and Attorneys agree as follows:

I. SCOPE AND METHOD OF REPRESENTATION

- I.1 Attorneys' Legal Services.** You agree Attorneys will: Prepare and file on your behalf an objection to proposed class action settlements in the following matter and represent you in any appeal there from (the "Objection"): In re Equifax Inc. Customer Data , In the United States District Court, Northern District of Georgia.
- I.2 Method of Representation.** BLF is a Texas law firm located at 500 N. Shoreline, Suite 1020, Corpus Christi, Texas 78401, (361) 698-5200. Our lawyers are licensed in Texas and in certain federal courts. Attorneys will seek admission before the Court *pro hac vice* and/or as required by the applicable federal and/or state and/or local rules of practice applicable this litigation and/or will seek to associate local counsel in order to effectuate this representation in compliance with any such rules. Client authorizes that Attorneys prepare any Objection(s) for filing with the Court and, if necessary, any appeals there from.
- I.3 Purpose of Representation:** As a member of the above referenced class, your legal rights are affected by the proposed settlement in that case. As a class member, you have the right to comment and object to the proposed settlement as prescribed by the Court in the notice of proposed class action settlement and Rule 23 of the Federal Rules of Civil Procedure. As a class member, you have the right to seek legal advice and have a lawyer represent you with respect to making any comments or objections to the proposed settlement. You acknowledge that, prior to the execution of this agreement, you contacted me seeking legal advice about your rights and options as a class member. You further acknowledge the following: (1) that you were not solicited by me or any other lawyer; (2) you have not been paid or promised any money, incentive or any other consideration to assert your rights as a class member with an interest in the proposed settlement; and (3) you authorize the disclosure of this fee agreement to the Court or any counsel in the case if requested.
- I.4** The scope of our representation is limited. We will craft the legal arguments used in your objection and handle the logistics of filing the objection. In general, Bandas Law Firm will make an appearance in the applicable court(s) on your behalf. In the event of adverse decisions that we believe raise meritorious appellate issues, we will file a notice of appeal on your behalf, and either make an appearance or retain an attorney to make an appearance in appellate proceedings.

2. **YOUR REPRESENTATIONS AND DUTIES AS AN OBJECTOR**

- 2.1 You represent that you are a member of the proposed settlement class based upon your review of the class definition contained in the class notice you have reviewed at the following website:
<https://www.equifaxbreachsettlement.com/>
- 2.2 If requested, you represent you can demonstrate you are a member of the settlement Class through documentation or by affidavit.
- 2.3 Subject to the limitations in Paragraph 3.3 below, in return for your agreement and representations made herein, attorneys agree that no settlement or resolution will be made of your objection or any appeal there from without your prior approval and you shall retain the right to determine whether to proceed with this objection or any appeal there from, including the right to approve any settlement or resolution of same.

3. **ATTORNEYS' FEES, EXPENSES AND PAYMENTS TO YOU**

- 3.1 **Class Action Settlement:** If the proposed class action settlement is approved by the Court, you will receive the full amount of any benefits you are entitled to receive under the settlement as a class member (If a Claim is required you will usually need to file a claim to receive benefits; Attorneys may assist you in filing a claim, but they are not required to do so). Attorneys shall not be entitled to receive any portion of your share of the benefits under the class settlement and have no interest in any benefits you may be entitled to receive as a class member. You understand that by objecting to this particular settlement you may make your receipt of benefits under this particular settlement less likely in the event a court rejects the settlement based upon the arguments asserted by Attorneys on your behalf.
- 3.2 **Incentive Award or Payment:** Attorneys may petition the Court for a payment to you, or may ask class counsel or defendant(s) to make a payment to you, in recognition of your service as an objector and/or for other factors related to your service as an objector. This is referred to herein as an Incentive Award or Incentive payment. You understand any incentive award or payment sought will never exceed \$5,000. You understand that it cannot be determined with certainty in advance whether you will qualify for an incentive payment or award at all. You understand that Attorneys must follow all applicable laws and rules (including but not limited to seeking court approval, if applicable) as it may apply to incentive payments and awards, and such laws and/or rules may prevent or limit Attorneys' ability to obtain such an incentive award or payment for you. No incentive award or payment has been promised to you, and your service as an objector in this case is not conditioned on your receipt of any incentive payment or award. In the event an incentive award or payment is not made, you will receive only the benefits set forth in section 3.1, if any.

- 3.3 **Attorneys' Fees:** You will not be responsible to pay attorneys' fees or expenses of any kind. Attorneys are not sharing any portion of your recovery under paragraphs 3.1 or 3.2 above, if any, and Attorneys have no contingent interest in your recovery under paragraphs 3.1 and 3.2 above. You agree Attorneys may seek and/or receive a fee for their services if they are successful in pursuing an objection to the class settlement or any appeal there from if agreed to by opposing counsel and/or awarded by the Court, subject to applicable rules and laws. The attorneys' fees will be paid by the defendants and/or as part of the attorneys' fees awarded to class counsel and/or by award of the Court, and never from your portion of any recovery or settlement under paragraphs 3.1 or 3.2. You acknowledge you do not have any interest in any such fees, if any. You further acknowledge the attorneys' fees may substantially exceed any awards or payments to you as set forth above in Paragraphs 3.1 through 3.2. You further acknowledge that Attorneys may seek and/or receive fees either through application to the Court and/or as a negotiated amount. Client acknowledges that Attorneys shall have the right to seek and/or compromise any attorneys fees independently of Client.

4. CONFLICTS OF INTEREST

Attorneys have explained and you understand that, if successful, the objection or any appeal there from may result in the disapproval or rejection of the proposed settlement which may, in turn, cause you to lose your right to receive settlement benefits under the proposed settlement, to which you object. You acknowledge and agree to this risk and waive any conflict of interest arising from the objection or any appeal there from.

5. ADMINISTRATIVE MATTERS

- 5.1 **Termination:** Attorneys reserve the right to withdraw from this matter if you fail to honor this Agreement or for any reason permitted or required under the rules of the court or state in which the class action is pending.
- 5.2 **Association of Co-counsel:** Attorneys may associate lawyers apart from those with Bandas law Firm, P.C. to assist in representing you if, before any association becomes effective, you agree to the terms of the arrangement including (1) the identity of all lawyers or law firms involved, (2) whether fees will be divided based on the proportion of services performed or by lawyers agreeing to assume joint responsibility for the representation, and (3) the share of the fee each lawyer or law firm will receive, or if the division is based on the proportion of services performed, the basis on which the division will be made.
- 5.3 **No Guaranty of Results:** Attorneys will use their best efforts in representing you in this matter, but we cannot guarantee the outcome of any given matter. You acknowledge Attorneys have made no promises or guarantees concerning the outcome of this matter, and nothing in this agreement shall be construed as such a promise or guarantee.

- 5.4 **Deposition:** The class notice indicates that the attorneys representing the class may attempt to take your deposition. You will not be responsible for any costs associated with the deposition, and the Bandas Law Firm, P.C. and/or counsel hired by the Bandas Law Firm, P.C. will represent and be present with you during any deposition should one go forward. The attorneys taking your deposition may inquire about personal matters and criticize your objection. They may also have criticisms of the Bandas Law Firm, P.C. for its prior representation of other objecting class members. Class Counsel frequently seek to intimidate objectors through questions intended to create fear and uncertainty. They may ask you questions about instances where Courts have criticized objectors and their counsel generally, and Bandas Law Firm, P.C. specifically. They are unlikely to ask you any question where objectors generally have won, or where Bandas Law Firm, P.C. specifically has won on behalf of their client. You represent and warrant that you acknowledge that you have the right and opportunity to ask your lawyers about any and all instances where Bandas Law Firm, P.C. and/or its lawyers have prevailed and/or been criticized by Courts and/or lost objections and/or appeals. You further represent and warrant that by signing your objection and proceeding with this process that any questions regarding this process and your lawyers' prior work in this area have been answered to your satisfaction. Finally, you acknowledge that much of the narrative and rhetoric that Class Counsel has about objectors generally, and your lawyers specifically, is publicly available information that you can access through Google searches and by consulting websites hosted by Class Action lawyers such as <https://www.serialobjector.com/> This website is maintained and paid for by class action attorneys who seek to discourage objections and scrutiny of their settlements and protect their own fee awards.
- 5.5 **Entire Agreement:** This Agreement contains the entire agreement between us regarding this matter and the fees, expenses and payments relative thereto. This Agreement shall not be modified except by written agreement signed by both parties.

I certify and acknowledge that I have had the opportunity to read this Agreement, that I have voluntarily entered into this Agreement fully aware of its terms and conditions, and that I have received a copy of this Agreement.

Signed and accepted on this 15th day of November, 2019.

Client(s):



Mikell West

Attorneys:



Christopher A. Pappas